



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY

HEADQUARTERS, U.S. ARMY ALASKA
600 RICHARDSON DRIVE #5000
FORT RICHARDSON, ALASKA 99505-5000

MEMORANDUM OF UNDERSTANDING BETWEEN U.S. **ARMY**, ALASKA (USARAK) AND ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF FORESTRY

SUBJECT: Memorandum of Understanding (MOU) Between USARAK and the Alaska Department of Natural Resources, Division of Forestry

1. References.

- a. Department of Defense Instruction (DoDI) 4000.19, Subject: Interservice and Intragovernmental Support, dated 9 Aug 95.
- b. USARPAC Regulation 5-1, Defense Regional Interservice Support, dated 8 Jun 01.
- c. AR 95-2, Air Traffic Control, Airspace, Airfields, Flight Activities, and Navigational Aids, 10 Aug 90.

2. Purpose. To delineate responsibilities and procedures regarding support provided by USARAK to the Alaska Department of Natural Resources, Division of Forestry concerning aircraft landing rights at Fort Wainwright, Alaska. This MOU updates existing agreement [WC1SH3-85155-622 (ISA 622)] into the proper MOU format. Initiating this MOU terminates ISA 622.

3. Problem. The Alaska Department of Natural Resources, Division of Forestry supports the Bureau of Land Management (BLM), and BLM supports USARAK in fire suppression on USARAK properties. In the interest of cost savings The Alaska Department of Natural Resources, Division of Forestry requests landing rights at Fort Wainwright Army Airfield to utilize the BLM fire retardant facilities. The annual lease of space from Fairbanks International Airport, the purchase of a retardant plant, along with annual operations and maintenance requirements would cause the State of Alaska to unnecessarily expend public funds. This relationship has been in effect since 1980.

4. Scope. This is intermittent support which is within the performance capabilities of USARAK. USARAK will grant permission to the Division of Forestry as long as three criteria are met.

- a. Provision of such services does not adversely impact USARAK mission accomplishment.
- b. Desired support is available at the time of request.
- c. DNR complies with the provisions set forth in AR 95-2 at all times.

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5. Understandings, agreements, support and resource needs.

a. USARAK will:

(1) Grant permission to the State of Alaska to land fire retardant aircraft at Fort Wainwright Army Airfield. Permission may be withdrawn by the Installation Commander at his discretion.

(2) Notify the Division of Forestry immediately if, for any reason, the support stated herein can no longer be provided. Review additional support requests (not included within this MOU) for consideration on a case-by-case basis.

b. Division of Forestry will:

(1) Exercise landing rights to utilize the BLM fire retardant mixing site and loading ramp in support of State and BLM fire fighting efforts. Comply with, at all times, the provisions set forth in AR 95-2 when Division of Forestry aircraft are parked on or operated at Wainwright Army Airfield, Allen Army Airfield or Bryant Army Airfield. DD Form 2400, DD Form 2401, and DD Form 2402 shall be completed and Civil Aircraft Landing Permit (CALP) (Ref. AR 95-2, Chap 16-4) approved prior to any operations at any USARAK airfield.

(2) The Division of Forestry will limit operations to designated aircraft unless approved by USARAK. The State of Alaska may designate up to six aircraft for use in fire-fighting operations. Provide USARAK with the number, type, and registry number of all Division of Forestry contracted aircraft.

(3) Abide by all rules and regulations applicable to the use of Fort Wainwright Army Airfield.

(4) In consideration for the grant of prior permission for landing rights, the State of Alaska, by and through its agents in the Division of Forestry, hereby agrees to hold harmless for all damages to property or personal injuries or death arising from or incident to the use of the landing rights and related activities granted herein.

6. Effective date. This agreement is effective upon the date of the final signatory and is effective for an indefinite period of time. Review the agreement triennially to ensure continued applicability. Either party can terminate this agreement at any time with 180 days written notification to the other party.



RICHARD C. NICKERSON
COL, GS
Chief of Staff



MS. DEAN BROWN
Deputy Director
Division of Forestry

DATE: NOV 26 2001

DATE: 10.30.01